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Doc#. 1910733102 Fee: \$62.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 04/17/2019 09:58 AM Pg: 1 of 8

This Instrument Prepared by and
When Recorded Return To:

Name: Barry C. Kessler & Associates
Address: 1275 Milwaukee Avenue
Suite 300
City: Glenview
State & Zip: Illinois 60025

Space Above This Line For Recorder's Use

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (this "Modification Agreement"), is effective as of April 5, 2019 between Chicago Title Land Trust Company, an Illinois Corporation, ("Chicago Title") as Successor Trustee to Banco Popular, as successor trustee to American Midwest Bank and Trust, as successor trustee under Trust Agreement dated November 12, 1965 and known as Trust Number 297 (Chicago Title being referred to as "Mortgagor"), and MB Financial Bank, N.A. with mailing address 6111 North River Road, Rosemont, Illinois 60018 (hereinafter referred to as "Mortgagee").

WHEREAS, on or about November 5, 2013, the Mortgagee extended credit facilities to the land trust beneficiary, Rosar Building Corporation ("Rosar") and Rosar's affiliated entity, Chase Products Co. ("Chase"), through that certain Credit Agreement dated November 5, 2013 ("Credit Agreement"); and

WHEREAS, contemporaneously therewith, a Mortgage and Security Agreement with Assignment of Rents and Leases dated November 5, 2013, (the "Mortgage") was executed granting a security interest in favor of Mortgagee in the real property described on Exhibit A attached hereto and incorporated by reference, which Mortgage was recorded with the Cook County Recorder of Deeds on November 6, 2013 as Document Number 1331056069.

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WHEREAS, the Borrower under the Credit Agreement and each of them now seek to renew and extend the credit facilities provided by Mortgagee to Borrower pursuant to the Credit Agreement; and

WHEREAS, on or about September 5, 2017, Chase entered into a Restated Credit and Security Agreement ("Restated Agreement") with Lender pursuant to which the credit facility extended to Chase was separately documented from the term loan extended to Rosar; and

WHEREAS, the Borrower and each of them has now requested that the cross collateralization of the credit facilities as set forth in the Credit Agreement and Restated Agreement be removed but expressly retaining the cross default provisions of said agreements; and

WHEREAS, Lender is amenable to modification of the Credit Agreement and the Restated Agreement to eliminate the cross collateralization of the credit facilities; and

WHEREAS, the parties are herein modifying the Mortgage to reflect the various modifications made to the credit facilities extended to each Borrower.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Mortgage in each of the following respects:

1. The following definitions shall replace in their entirety the definitions of the specified terms as set forth in Article I of the Mortgage:

"Borrower" shall refer solely to Rosar Building Corporation.

"Maximum Amount Secured" shall mean the maximum amount secured by the lien of this Mortgage which is hereby reduced to \$1,800,000.

"Note" shall refer to that certain Renewed Term Note executed by Rosar Building Corporation in the amount of \$871,458.53 dated on or about April 5, 2019 as the same may be amended or restated from time to time.

"Obligations", for purposes of this Mortgage, shall include all Obligations of Borrower as delineated in the Credit Agreement and all other Loan Documents including but not limited to payment of all Obligations of the Borrower to Mortgagee arising under that certain Renewed Term Note dated on or about April 5, 2019 as the same may be amended or restate from time to time.

2. The following provision shall be inserted into the Credit Agreement as Paragraph 6.01(n):

"6.01(n) Chase Products Co. shall (i) fail to make any payment when

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due under the Restated Revolving Note executed on or about September 20, 2017 as the same may be amended or restated from time to time, or (ii) default under any provision of the Restated Credit and Security Agreement entered into between Chase Products Co. and Lender on or about September 5, 2017 or in any modification thereof or restatement thereto.”

3. The notification provision for Mortgagee as set forth in Section 8.01 of the Credit Agreement is deleted and in lieu thereof the following provision inserted:

If to the Mortgagee:

MB Financial Bank, N.A.
Attn: Ms. Heather Szymusiak
Vice President of Commercial Banking
6111 North River Road
Rosemont, IL 60018

4. Recitals. The recitals are incorporated herein by reference as if fully restated herein.

5. Reaffirmation of Mortgage. Except as specifically amended hereby, all of the provisions of the Mortgage remain unmodified, and all other terms and conditions thereof remain in full force and effect in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as modified herein nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage.

[The remainder of this page is left intentionally blank. Signature page follows.]

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on or about April 5, 2019.

MORTGAGOR:

Chicago Title Land Trust Company,
as Successor Trustee under Trust Agreement
Dated November 12, 1965, Trust No. 297

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

By: *June Atwell* Trust Officer

BORROWER;

Rosar Building Corporation
An Illinois Corporation

By: *W. P. Jensen*
Its: President

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

The undersigned, a Notary Public, in and for the State and County aforesaid, does hereby certify that before me this day personally appeared ^{Ronald P.} Svensen known to me to be the President and Secretary of Rosar Building Corporation, who acknowledged, executed and delivered this instrument as their free, voluntary and duly authorized act in behalf of the Corporation.

Given under my hand and Notarial Seal this 28th day of March, 2019.



Laura Ann Reihsmann
Notary Public

Name: Laura Ann Reihsmann

My Commission Expires: 09/29/2022

This Instrument Drafted By And
Should Be Returned To:
Barry C. Kessler
Barry C. Kessler & Associates
1275 Milwaukee Avenue
Suite 300
Glenview, IL 60025
847.803.3400

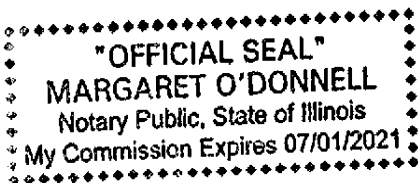
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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

JUNE STALL ^{Officer} Trust Administrator of Chicago Title Land Trust Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such trust administrator, appeared before me this day in person and acknowledged that (s)he signed and delivered this aforesaid instrument as his/her free and voluntary act and as the free and voluntary act of said Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of April, 2019.



Margaret O'Donnell
Notary Public

Name: MARGARET O'DONNELL

My Commission Expires: 7/1/21

This Instrument Drafted By And Should Be Returned To:
Barry C. Kessler
Barry C. Kessler & Associates
1275 Milwaukee Avenue
Suite 300
Glenview, IL 60025
847.803.3400

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EXHIBIT A

Parcel 1:

The South 130 feet of Lot 1 in the resubdivision of the South $\frac{1}{2}$ of the North East $\frac{1}{4}$ of the South East $\frac{1}{4}$ (except the South 233 feet thereof) lying between the East line of Gardner Road (formerly Puscheck Road) and the West line of Indiana Harbor Belt Railroad right of way in Section 21, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 15-21-404-038-0000 Commonly known as 1815 Gardner Road, Broadview, Illinois

Parcel 2:

Lot 2 in the resubdivision of the South $\frac{1}{2}$ of the North East $\frac{1}{4}$ of the South East $\frac{1}{4}$ (except the South 233 feet thereof) lying between the East line of Gardner Road (formerly Puscheck Road) and the West line of the Indiana Harbor Railroad right of way in Section 21, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 15-21-404-034-0000 Commonly known as 1831 Gardner Road, Broadview, Illinois

Parcel 3:

All of Lot 3 of the Resubdivision of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ (except the South 233 feet thereof) lying between the East line of Gardner Road (formerly Puscheck Road) and the West line of Indiana Harbor Railroad right of way, in Section 21, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 15-21-404-035-0000 Commonly known as 1835 Gardner Road, Broadview, Illinois

PIN: 15-21-404-036-0000 Commonly known as 1839 Gardner Road, Broadview, Illinois

Parcel 4:

The North 200 feet of the South 233 feet of the South $\frac{1}{2}$ of that part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying West of the Indiana Harbor Railroad right of way in Section 21, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 15-21-404-029-0000 Commonly known as 1931 Gardner Road, Broadview, Illinois

Parcel 5:

That part of the West 20th Street described as follows: the South 33 feet of the East 197.94 feet of

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the West 375.94 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 39 North, Range 12, East of the Third Principal Meridian, all being located in the Village of Broadview, Township of Proviso, City of Chicago, State of Illinois, as per document number 18710411, dated January 31, 1963 in Cook County, Illinois

PIN: 15-21-404-029-0000 Commonly known as 1931 Gardner Road, Broadview, Illinois

Parcel 6:

Lot 48 (except the East 20 feet thereof) in Komarek's West 22nd Street 6th Addition, a subdivision of that part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ in Section 21, Township 39 North, Range 12, East of the Third Principal Meridian, lying West of the West line of the right of way of the Chicago, Hammond and Western Railway in Cook County, Illinois

PIN: 15-21-420-027-0000 Commonly known as 2801 Gardner Road, Broadview, Illinois

Parcel 7:

Lots 43 to 47, both inclusive in Komarek's West 22nd Street 6th Addition, a subdivision of that part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ in Section 21, Township 39 North, Range 12, East of the Third Principal Meridian, lying west of the west line of the ROW of the Chicago, Hammond and Western Railway in Cook County, Illinois

PIN: 15-21-420-057-0000 Commonly known as 2801 Gardner Road, Broadview, Illinois

PIN: 15-21-420-058-0000 Commonly known as 2801 Gardner Road, Broadview, Illinois